

REMARKS

[0001] Applicants wish to thank Examiners Hillary and Feild for the telephone interview on March 9, 2004. In that interview, the prior art reference Robbins (see below) was discussed in relation to independent claims 1, 8, and 15. In particular, the claim phrases “Information Management System” and “transaction definition” were discussed in relation to Robbins. This discussion was helpful in preparing this response.

[0002] Claims 1-21 are pending in the case. The Examiner objected to the Abstract. The Examiner rejected claims 1-3, 7, 8-10, 14, 15-17, and 21 under 35 U.S.C. §103(a) as obvious in view of U.S. Patent No. 6,532,463 to Robbins et al. (hereinafter “Robbins”), a Research Disclosure publication 423111 from IBM (hereinafter “Research Disclosure”), and U.S. Patent No. 6,125,391 to Meltzer et al. (hereinafter “Meltzer”). The Examiner rejected claims 4, 6, 11, 13, 18, and 20 under 35 U.S.C. §103(a) as obvious in view of Robbins, Research Disclosure, Meltzer, and U.S. Patent No. 6,038,393 to Lyengar et al. (hereinafter “Lyengar”), and a publication by Brodsky entitled “XMI Open Application Interchange” (hereinafter “Brodsky”). The Examiner rejected claims 5, 12, and 19 under 35 U.S.C. §103(a) as obvious in view of Robbins, Research Disclosure, Meltzer, and U.S. Patent No. 5,754,772 to Leaf et al. (hereinafter “Leaf”).

[0003] Applicants have amended the abstract to overcome the objections indicated by the Examiner. Specifically, Applicants have combined the two paragraphs and shortened the abstract.

[0004] Applicants have amended claims 1-3, 5-10, 12-17, and 19-21. The amended claims are believed to be in condition for allowance, and applicant respectfully requests the prompt allowance of claims 1-21.

REJECTION OF CLAIMS 1-3, 7, 8-10, 14, 15-17 AND 21 UNDER 35 U.S.C. §103(a)

[0005] The Examiner rejected claims 1-3, 7, 8-10, 14, 15-17, and 21 in view of Robbins, the Research Disclosure, and Meltzer. These rejections are respectfully traversed.

[0006] The Examiner bears the initial burden of establishing a *prima facie* case of obviousness. See MPEP § 2142, *In re Oetiker*, 977 F.2d 1443, 1445, 24 USPQ2d 1443, 1444

(Fed. Cir. 1992). The Examiner must show some objective teaching that suggests the claimed subject matter. *See In re Fine*, 837 F.2d 1071, 1074, 5 USPQ2d 1596, 1598 (Fed. Cir. 1988). Furthermore, to establish a *prima facie* case of obviousness, the combination of the prior art references must teach or suggest all the claim limitations. *See* MPEP § 2142.

[0007] Applicant respectfully asserts that the Examiner has failed to provide any objective teachings that suggest the claimed subject matter. Specifically, original claim 1 recites in pertinent part “receiving a document comprising an **IMS transaction definition** encoded in XML... for decoding the **IMS transaction definition**; and providing the decoded **IMS transaction definition** to the IMS” (emphasis added) The Examiner has provided no objective evidence in Robbins, the Research Disclosure, or Meltzer that suggests converting an IMS transaction definition in an XML format into an IMS transaction definition in an IMS format.

[0008] Instead, Robbins teaches web access to mainframe databases through a web interface. In particular, Robbins teaches use of a CICS-based HTML generator that converts CICS-objects into their HTML representations. *See* Robbins Col. 5, lines 57-65. The HTML generated comprises file definitions, page definitions, drop-down lists, and web page text. *Id.*

[0009] However, none of these teachings teach, enable, or motivate one of ordinary skill in the art to encode and decode transaction definitions in XML. The file and page definitions and UI components (drop-down lists), and web page text in Robbins comprise the content for the HTML generated. This content includes data and functional components (i.e. UI components). However, this content fails to define how a transaction will be conducted between the client and the web server.

[0010] Such a transaction definition defines a protocol for conducting the transaction. This definition or protocol is not necessary in Robbins because the content conforms to the Hyper Text Transfer Protocol (HTTP) which defines how a transaction between the web server and a client will be conducted.

[0011] In contrast, the present invention comprises inter-process communication between modern software components and a transaction processing system (i.e. the IMS program product produced by IBM). The transaction processing system requires that transactions be conducted according to a transaction definition specific **to the particular** transaction instead of a generic

protocol (HTTP) defined to handle all transactions between a client and a web management system that interfaces with a database. *See* specification page 5, lines 4-6. Use of a generic protocol such as HTTP is not a transaction definition because the HTTP protocol does not permit the transaction to be defined to the level required by the transaction processing system. In particular, HTTP doesn't support macro statements that define a transaction.

[0012] Furthermore, it is desirable that the transaction processing system satisfy transactions from modern software applications without changing the existing code of the transaction processing system. To do this, modern software applications must provide transactions definitions that can be converted into transaction definitions that conform to the syntax and semantics expected by the transaction processing system.

[0013] Therefore, Applicant asserts that Robbins fails to teach or disclose a transaction definition. The Research Disclosure teaches conversion between HTML and XML. Meltzer teaches an interface between different communication networks and frameworks. Consequently, neither the Research Disclosure nor Meltzer teach or disclose a transaction definition as recited in the claims.

[0014] However, in order to advance prosecution, Applicants have amended the claims to clarify the transaction definition. Specifically, the independent claims 1, 8, and 15 to recite that "...the transaction definition compris[es] macro statements that at least in part define a transaction." Applicants respectfully assert that because Robbins, the Research Disclosure, and Meltzer fail to teach or disclose a transaction definition they also fail to teach or disclose a transaction definition comprising macro statements that define a transaction. As discussed above, the HTTP protocol generically defines the transaction, not a macro within the HTML content.

[0015] Regarding claims 2 and 3, the Examiner relies on Robbins to teach an APPLCTN macro and a TRANSACT macro. Specifically, the examiner relies on programs, software, that enables Robbins to retrieve data from a mainframe database. The Examiner equates a program with a macro and defines a macro as a series of instructions. Such a definition is inaccurate, particularly to one of skill in the art.

[0016] A macro is "a shorthand representation for a number of lines of code." *See* The

American Heritage® Dictionary of the English Language, Fourth Edition. Consequently, use of a macro requires that the system reading the macro understand how that macro expands to the larger number of lines of code. In contrast, a software program is written and designed to operated on a host computer system without any addition processing or manipulation of the lines of code.

[0017] Furthermore, the Examiner has failed to give proper weight to the “APPLCTN” and “TRANSACT” adjectives of the claims which specifically identify the macros the Applicants consider a part of the present invention. Applicants find no reference in Robbins to macros or to the specific “APPLCTN” and “TRANSACT” macros.

[0018] Therefore, Applicants assert that claims 1-3, 7, 8-10, 14, 15-17, and 21 are allowable because the Examiner has failed to establish a *prima facie* case for obviousness. Claims 2-3, 7, 9-10, 14, 16-17, and 21 depend directly or indirectly from independent claims 1, 8, or 15, or recite substantially the same elements. Therefore, Applicants respectfully assert that claims 2-3, 7, 9-10, 14, 16-17, and 21 are allowable for at least the same reasons as the independent claims. Applicants respectfully request that this rejection be withdrawn.

REJECTION OF CLAIMS 4-6, 11-13, AND 18-20 UNDER 35 U.S.C. §103(a)

[0019] The Examiner rejected claims 4-6, 11-13, and 18-20 in view of Robbins, the Research Disclosure, Lyengar, and Leaf. These rejections are respectfully traversed.

[0020] Claims 4-6, 11-13, and 18-20 depend directly or indirectly from independent claims 1, 8, or 15. Therefore, Applicants respectfully assert that claims 4-6, 11-13, and 18-20 are allowable for at least the same reasons as the independent claims. Applicants respectfully request that this rejection be withdrawn.

AMENDED CLAIMS

[0021] As mentioned above, Applicants have amended the claims to clarify certain features and comply with certain informalities. In particular, amendments were made to remove the trademarked acronym IMS from the claims. Support for this amendment is found in the specification on page 2, lines 9-13, where IMS is described as one example of a transaction

processing system.

[0022] In addition, amendments were made to clarify that the transaction definition includes macro statements. As discussed above, macro statements are not the same as program instructions. Macro statements are shorthand codes for more detailed lines of code.

[0023] In addition, macro statements are used in a transaction processing system such as IMS to define how a transaction is to be satisfied. *See* specification page 4, lines 9-13. Specifically, an APPLCTN macro statement identifies an application that will service the transaction and describes the resource requirements and appearance of the application. *See* specification page 4, lines 14-17. Further support for the amendments made can be found if needed in the provisional patent application number 60/151,482, filed August 30, 1999 from which this application claims priority.

[0024] In view of the foregoing, Applicant submits that the application is in condition for immediate allowance. In the event any questions or issues remain that can be resolved with a phone call, the Examiner is respectfully requested to initiate a telephone conference with the undersigned.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "David J. McKenzie", is written over a horizontal line.

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